

COUNTY OF YORK, VIRGINIA
INVITATION FOR BIDS

Issue Date: May 27, 2003

IFB No. 1303

Title: Painting Requirements Contract

Classification Code: 91054

Issuing Agency: County of York, Virginia
Central Purchasing
P. O. Box 532
120 Alexander Hamilton Blvd.
Yorktown, Virginia 23690

Using Agency And/Or Location

Where Work Will Be Performed: County of York
Department of General Services
P. O. Box 532
Yorktown, Virginia 23690

Sealed Bids Will Be Received Until 2:00 p.m. on June 9, 2003 At Which Time They Shall Be Opened In Public.

NOTE: 3 copies of your Bid will be required.

All Inquiries For Information Should Be Directed to: Denise F. Messick, CPPB, Buyer I,
Telephone: (757) 890-3680.

SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Undersigned Offers To Provide The Requested Service(s) Indicated on the Bid Form.

Name and Address of Firm:

_____ Date: _____

_____ By: _____
Signature in Ink

_____ Title: _____

Telephone No.: (____) _____

Facsimile No. (____) _____ Federal Tax ID# _____

1.0 PURPOSE:

It is the intent of this formal Invitation for Bids (IFB) to procure a fully-qualified contractor (hereinafter, the "Contractor") to furnish all material and services, except those specified herein as York County furnished material and services, necessary to provide interior and exterior painting services for various facilities in the County of York, Virginia (hereinafter, the "Owner"). The contract shall consist of a one (1) year contract and an option for the Owner to extend the contract for up to three (3) additional one-year periods. The contract may be terminated by the Owner or the Contractor provided a thirty (30) day written notice is given by either party.

2.0 SCOPE OF SERVICES REQUIRED:

The successful bidder shall be expected to commence all work on any project under this contract within 10 days of issuance of a written Notice to Proceed with respect to that project. Contractor shall provide all equipment, labor, materials, supplies, supervision, and all else necessary to provide painting services located throughout York County in accordance with the attached specifications. Projects will include paint surface preparation, painting, and finishing of various exposed interior and exterior items and surfaces. Work shall be done on an individual project basis with the specific project type and total square feet of surface area varying from project to project. Surface preparation, priming, and finish coats specified in this specification are in addition to shop-priming and surface treatment. Prices quoted in the Bid Form shall be the agreed upon unit prices for varying types and quantities of painting to be done.

2.1 Painting work: Paint exposed surfaces whether or not colors are designated in schedules, except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. Unless otherwise specified by the owner, paint **all interiors** using Owner interior paint color standard. If the exterior color or finish is not designated, the Owner will select from standard colors or finishes available.

2.1.1 Painting includes field-painting exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron work, and primed metal surfaces of mechanical and electrical equipment.

2.1.2 Painting is not required on prefinished items, finished metal surfaces, concealed surfaces, operating parts, and labels.

2.1.2.1 Pre-finished items not to be painted include the following factory-finished components:

- a. Toilet enclosures.
- b. Acoustic materials.
- c. Architectural woodwork and casework.
- d. Elevator entrance doors and frames.
- e. Elevator equipment.
- f. Finished mechanical and electrical equipment.
- g. Light fixtures.
- h. Switchgear distribution cabinets.

2.1.2.2 Concealed surfaces not to be painted include wall or ceiling surfaces in the following generally inaccessible areas:

- a. Foundation spaces.
- b. Furred areas.
- c. Utility tunnels.

- d. Pipe spaces.
- e. Duct shafts.
- f. Elevator shafts.

2.1.2.3 Finished metal surfaces not to be painted include:

- a. Anodized aluminum.
- b. Stainless steel.
- c. Chromium plate.
- d. Copper.
- e. Bronze.
- f. Brass.

2.1.2.4 Operating parts not to be painted include moving parts of operating equipment, such as the following:

- a. Valve and damper operators.
- b. Linkages.
- c. Sensing devices.
- d. Motor and fan shafts.

2.1.2.5 Labels: Do not paint over Underwriters Laboratories, Factory Mutual or other code- required labels or equipment name, identification, performance rating, or nomenclature plates.

2.2 Definitions:

2.2.1 FACILITY. A facility is an integral structure such as a building, storage tank, road, tower, without limitation and all of its attachments.

2.2.2 PAINT. As used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

2.2.3 WORK ORDER. Electronic or hard copy Owner form used to indicate type of job, date and time of request or initiation, time of completion, description of work, facility number, and the material used on that job. As used in this specification, it can mean the actual work described in the form or the form itself depending upon the context in which it is used.

2.2.4 OWNER. Person designated and authorized by the Owner as project manager to this contract.

2.2.5 JOB SITE. Since the Contractor will be working at various sites within the county, as used in this specification, the Contractor's job site will be as specified in each individual purchase order that the contractor is executing at the time.

2.2.6 PROJECT. As used in this specification, PROJECT refers to an individual job or requirement for which a purchase order is issued.

2.3 Meetings:

2.3.1 Pre-painting meeting: The Contractor and Owner's project manager will conduct a pre-painting meeting, as required, prior to commencement of painting to discuss significant items that could effect progress, including the tentative painting schedule, sequencing, use of

premises, and other issues as designated by the Owner and Contractor to ensure successful completion of each project.

2.3.2 **Weekly Progress Meetings:** The Contractor and Owner's project manager will conduct informal progress meetings, if required, for the purpose of discussing acceleration of, or delays in, progress or schedules and other significant events effecting the execution of the project. Times and dates will be initially established during the pre-painting meeting and later by mutual agreement.

2.4 **Payment Schedule:** Payment for the work performed will be as follows:

2.4.1 Purchase Orders will be closed out in accordance with the procedures for "Purchase Order Close-out" below.

2.4.2 Contractor will be paid in percentages as progress is made or in accordance with the final acceptance procedures, described below, when the work is complete.

2.5 **Purchase Order Close-out:**

2.5.1 At completion of each purchase order, the Contractor shall ensure the following actions are complete prior to Final Inspection:

- a. Request Final Inspection.
- b. Complete clean-up of job site and repair any damage to grounds or infrastructure.

2.5.2 **Final Inspection:** The Contractor and Owner will jointly inspect the work to insure work meets scope of work, quality standards, and manufacturer's recommendations. The results of the inspection will form the basis of final acceptance.

2.5.3 **Measuring at Job Site:** The Owner will accompany the contractor to the job site to measure the work in order to avoid discrepancies between measurements. Upon completion of each purchase order, the Contractor will be paid according to the exact amount measured for that purchase order.

2.6 **Temporary Facilities, Utilities, and Communications:**

2.6.1 Contractor may use the public restroom facilities within the premises for normal use. However, the contractor is not authorized to use these facilities for cleaning of equipment or personnel that requires use of solvents which will leave residues of paint or other materials on sinks, walls, or floors. The Contractor will also take special care to ensure workers do not track foreign substances or disrupt services within the building.

2.6.2 Contractor is authorized to use available utilities in the facility except telecommunications, the use of which shall be granted by the Owner on a case-by-case basis. All other utility requirements to include telecommunications are the responsibility of the Contractor. Additionally, all electrical extension cords shall meet national electrical code requirements. The Contractor shall strictly adhere to energy conservation practices in County facilities.

2.6.3 Contractor shall follow manufacturers' guidelines and professional recommendations for control of humidity, temperature, cleanliness, and materials handling.

2.6.4 **Conservation Of Utilities:**

2.6.4.1 Lights shall be used only in areas where and at the time when work is actually being performed.

- 2.6.4.2 Mechanical equipment controls for heating, ventilation, and air conditioning systems will not be adjusted by the Contractor's employees unless specifically requested by the Owner or the Owner's designated representative.
- 2.6.4.3 Water faucets or valves in County facilities shall be turned off after use.
- 2.7 Hours Of Operation and Coordination Requirements: Normal work hours occur between 7:30 AM and 5:00 PM, Monday-Friday. Requests for alternate times shall be made in advance to the Owner.
- 2.8 Maintenance of Job Site:
- 2.8.1 All material debris shall be removed from the work site. Remove spattered paint by washing or scraping, as appropriate. Be careful not to scratch or damage adjacent finished surfaces.
- 2.8.2 Any disturbances or damage done to building grounds and building infrastructure by the Contractor or by personnel or agencies employed by the Contractor during this project shall be repaired and returned to the original condition that existed prior to start of work for this project at no expense to the Owner.
- 2.8.3 Security of the Contractor's property, such as equipment, vehicles, material, tools, etc. is the responsibility of the Contractor.
- 2.9 Quality Assurance:
- 2.9.1. The Contractor shall maintain a supervisor on the job site. The name of the supervisor shall be provided at the pre-painting meeting.
- 2.9.1.1 The Contractor shall use skilled workmen who are thoroughly trained and experienced in the painting system applications and products similar in material and extent to those indicated for this project.
- 2.10 Product Application Quality:
- 2.10.1 Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats. Prior to paint application all manufacturers instructions for applications, temperature, curing time and drying time will be followed.
- 2.10.2 Samples for Verification Purposes: Upon request, provide samples of each color and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate.
- 2.10.3 Provide stepped samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.
- 2.10.4 Submit samples on substrates for the Owner's review of color and texture only.
- 2.11 Delivery, Storage, and Handling:
- 2.11.1 Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
- Product name or title of material.
 - Product description (generic classification or binder type).
 - Manufacturer's stock number and date of manufacture.
 - Contents by volume, for pigment and vehicle constituents.

- e. Thinning instructions.
- f. Application instructions.
- g. Color name and number.

2.11.2 Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue. Remove dry rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

2.12 Job Conditions:

2.12.1 Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 deg F (10 deg C) and 90 deg F (32 deg C).

2.12.2 Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 deg F (7 deg C) and 95 deg F (35 deg C).

2.12.3 Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 F deg (3 C deg) above the dew point; or to damp or wet surfaces. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.

3.0 PRODUCTS:

3.1 Paint Materials, General: Subject to compliance with requirements, provide products of one of the following:

- a. The Glidden Company (Glidden).
- b. Benjamin Moore and Co. (Moore).
- c. The Sherwin-Williams Company (S-W).

3.1.1 Material Compatibility: Provide block fillers, primers, finish coat materials, and related materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by the manufacturer based on testing and field experience.

3.1.2 Material Quality: Provide the manufacturer's best-quality trade sale paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.

3.1.3 Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish the manufacturer's material data and certificates of performance for proposed substitutions.

3.1.4 Colors: Provide color selections made by the Owner in the color schedule. Color selections are made from one company. Substitutions must match selected colors exactly.

3.2 Masonry Block Filler:

3.2.1 Filler Coat Materials: Provide the manufacturer's recommended factory formulated, latex-type concrete masonry block fillers that are compatible with the finish materials indicated.

3.2.2 Products: Subject to compliance with requirements, provide one of the following High-Performance Latex Block Fillers:

- a. Glidden: 5317 Ultra-Hide Acrylic Latex Block Filler.
- b. Moore: Supercraft Block Filler #285
- c. S-W: Heavy-Duty Block Filler B42W46.

3.3 Primers:

- 3.3.1 Primers: Provide the manufacturer's recommended factory-formulated primers that are compatible with the substrate and finish coats indicated.
- 3.3.2 Available Products: Subject to compliance with requirements, prime coat materials that may be incorporated in the Work include, but are not limited to, the following:
- 3.3.3 Products: Subject to compliance with requirements, provide one of the following:
 - 3.3.3.1 Exterior Primer Coating: Exterior, alkyd wood primer.
 - a. Glidden: 1102 All-Weather Alkyd House Paint Primer.
 - b. Moore: Moore white Primer #100.
 - c. S-W: A100, Exterior Alkyd Wood Primer
 - 3.3.3.2 Concrete and Masonry Primers: Interior, flat, latex-based paint.
 - a. Glidden: 5300 Ultra-Hide Flat Wall Paint.
 - b. Moore: Super Spec Latex Undercoat # 253
 - c. S-W: ProMar 200 Latex Flat BSOW200.
 - 3.3.3.3 New Plaster Primers: Interior flat, latex-based paint.
 - a. Glidden: 5019 PVA Primer Sealer.
 - b. Moore: Super Spec Alkyd Primer #245.
 - c. S-W: Wall and Wood Primer B49W2.
 - 3.3.3.4 Gypsum Drywall Primer: White, interior, latex-based primer.
 - a. Glidden: 5019 PVA Primer.
 - b. Moore: Super Spec Latex Primer #253.
 - c. S-W: ProMar 200 Latex Wall Primer B28W200.
 - 3.3.3.5 Exterior Primer Coating: Exterior, alkyd wood primer.
 - a. Glidden: 3651 Spread House Paint Prime Coat.
 - b. Moore: Super Spec Ext. Alkyd Primer #176.
 - c. S-W: A-100 Exterior Alkyd Wood Primer Y24W20.
 - 3.3.3.6 Ferrous Metal Primers: Synthetic, quick-drying, rust-inhibiting primers.
 - a. Glidden: 5210 Glid-Guard Universal Fast-Dry Metal Primer
 - b. Moore: Alkyd Metal Primer M-06.
 - c. S-W: Kem Kromik Metal Primer B50WZ1.
 - 3.3.3.7 Ferrous Metal Primers: Alkyd-type primers.
 - a. Glidden: 5205 Glid-Guard Tank and Structural Primer.
 - b. Moore: Alkyd Metal Primer M-06.
 - c. S-W: Kem Kromik Metal Primer B50N2/B50W1.
 - 3.3.3.8 Galvanized Metal Primers:

- a. Glidden: 5229 Glid-Guard All-Purpose Metal Primer.
- b. Moore: Latex Metal Primer M-04.
- c. S-W: Galvite B50WZ30.

3.3.3.9 Aluminum Primers:

- a. Glidden: 5229 Gild-Guard All-Purpose Metal Primer.
- b. Moore: Acrylic Metal Primer M-04.
- c. S-W: DTM Primer Finish B66W1.

3.4 Undercoat Materials:

3.4.1 Undercoat Materials: Provide the manufacturer's recommended factory-formulated undercoat materials that are compatible with the substrate and finish coats indicated.

3.4.2 Available Products: Subject to compliance with requirements, undercoat materials that may be incorporated in the Work include, but are not limited to, the following:

3.4.2.1 Interior Enamel Undercoat: Ready-mixed enamel.

- a. Glidden: 4200 Spread Ultra Semi-Gloss Enamel.
- b. Moore: Super Spec Alkyd #245.
- c. S-W: Wall and Wood Primer. B49W2.

3.5 Exterior Finish Paint Material:

3.5.1 Finish Paint: Provide the manufacturer's recommended factory-formulated finish-coat materials that are compatible with the substrate and undercoats indicated.

3.5.2. Available Products: Subject to compliance with requirements, finish coat materials that may be incorporated in the Work include, but are not limited to, the following:

3.5.2.1 Exterior Acrylic Emulsion: Quick-drying, flat, acrylic paint.

- a. Glidden: 3525 Spread Glide-On.
- b. Moore: Super Spec Ext. Flat #171.
- c. S-W: Super paint, Exterior Flat.

3.5.2.2 Alkyd Gloss Enamel: Weather Resistant air-drying, high gloss enamel.

- a. Glidden: 450D Slid-Guard Industrial Enamel.
- b. Moore: Alkyd Urethane Enamel M-22.
- c. S-W: Industrial Enamel B-54 Series.

3.5.2.3 Deep-Color, Exterior Alkyd Resin Trim Paint: Deep-color, ready-mixed alkyd paint.

- a. Glidden: 1901 Spread Dura Gloss Oil House Paint.
- b. Moore: Alkyd Urethane Enamel M-22.
- c. S-W: SWP Exterior Gloss Finish A-2 Series.

3.5.3.4 Medium-Shade, Exterior, Ready-Mixed Oil Paint: Medium-shade, ready-mixed oil or alkyd-oil paint.

- a. Glidden: 1901 Spread Dura Gloss Oil House Paint.
- b. Moore: Super Spec Ext. Alkyd # 175.
- d. S-W: SWP Exterior Gloss Paint A-2 Series.

3.5.3.5 Latex solid color stain for, Wood Shakes and Bough Siding

- a. Glidden: Latex solid stain 2600 series Wood Pride
- b. Moore: Super Spec Acrylic Stain #184.
- c. S-W: A-15 Series

3.5.3.6 Exterior, Semitransparent, Oil-Based Stain: Exterior, semitransparent, oil-based wood stains:

- a. Glidden: 9721 Line Endurance Oil Semi-Transparent Stain.
- b. Moore: Moorwood Semi-Transparent Stain and Wood Preservative # 081.
- c. S-W: Exterior Semi-Transparent Stain A- 15 Series.

3.5.3.7 Gloss Alkyd Enamel: Weather-resistant, high-gloss enamel.

- a. Glidden: 4500 Glid-Guard Industrial Enamel.
- b. Moore: Alkyd Urethane Enamel M-22.
- c. S-W: Industrial Enamel B-54 Series.

3.5.3.8 Deep-Color, Exterior, Alkyd Resin Trim Paint: Deep-color, ready-mixed alkyd paint.

- a. Glidden: 1901 Spread Dura Gloss oil House Paint.
- b. Moore: Alkyd Urethane Enamel M-22.
- c. S-W: SWP Exterior Gloss Finish A-2 Series

3.5.3.9 Lusterless Alkyd Enamel: Flat, alkyd-based enamel.

- a. Glidden: 4500-Line Glid-Guard Industrial Enamel.
- b. Moore: Alkyd Urethane Enamel M-22..
- c. S-W: ProMar Alkyd Flat Exterior Finish B38 Series.

3.5.3.10 Gloss Alkyd Enamel: Weather-resistant, high-gloss enamel.

- a. Glidden: 4500-Line Glid-Guard Industrial Enamel.
- b. Moore: Alkyd Urethane Enamel M-22.
- c. S-W: Industrial Enamel B-54 Series.

3.6 Interior Finish Paint Material:

3.6.1 Finish Paint: Provide the manufacturer's recommended factory-formulated finish-coat materials that are compatible with the substrate and undercoats indicated.

3.6.2 Available Products: Subject to compliance with requirements, finish coat materials that may be incorporated in the work include, but are not limited to, the following:

3.6.2.1 Interior, Flat, Latex-Based Paint: Ready-mixed, latex-based paint for a flat finish.

- a. Glidden: 3400 Spread Satin Latex Wall Paint.
- b. Moore: Super Spec Latex Flat #275.
- c. S-W: Classic 99 Wall and Trim Paint A27W10.

3.6.2.2 Interior, Flat, Odorless, Alkyd Paint: Ready-mixed, interior, flat, low-odor, alkyd enamel.

- a. Glidden: 5700 Ultra-Hide Alkyd Flat Wall Enamel.
- b. Moore: Super Spec Alkyd # 207.
- c. S-W: ProMar 200 Alkyd Flat Wall Paint B32W101.

3.6.2.3 Interior, Odorless Alkyd Enamel, Semi gloss, alkyd enamel.

- a. Glidden: 4200 Spread Ultra Semi gloss Enamel.
- b. Moore: Super Spec Alkyd # 271.
- c. S-W: Classic 99 Semi gloss Enamel A40 Series.

3.6.2.4 Interior, Flat, Latex-Based Paint: Ready-mixed, latex-based paint.

- a. Glidden: 3400 Spread Satin Latex Wall Paint.
- b. Moore: Super Spec Flat # 275.
- c. S-W: Classic 99 Wall and Trim Paint A27W10.

3.7 Miscellaneous Wood-Finishing Materials:

3.7.1 Wood-Finishing Materials: Provide the manufacturer's recommended factory-formulated, wood-finishing materials that are compatible with the substrate and undercoats indicated.

3.7.2 Available Products: Subject to compliance with requirements, wood-finishing materials that may be incorporated in the work include, but are not limited to, the following:

3.7.2.1 Varnish-Type Surface Sealer:

- a. Glidden: 3651 Spread House Paint Prime Coat.
- b. Moore: Super Spec Sanding Sealer #267.
- c. S-W: A100 Alkyd primer Y24 Series.

3.7.2.2 Oil-type Interior Wood Stain: Slow-penetrating, oil-type wood stain.

- a. Glidden: 1600 Woodmaster Oil Stain
- b. Moore: 241 Moore's Interior Wood Finishes Penetrating Stain.
- c. S-W: Oil Stain A-49 Series.

3.7.2.3 Cut Shellac: Quick-drying, rosin-free, clear, general-purpose shellac varnish.

- a. Glidden: 5035 Ultra-Hide Sanding Sealer.
- b. Moore: Super Spec Sealer #267.
- c. S-W: ProMar Varnish Sanding Sealer B26V3.

3.7.2.4 Paste Wood Filler: Solvent-based, air-drying, paste-type wood filler.

- a. Glidden: Glidden Paste Wood Filler
- b. Moore: Benwood Paste Wood Filler #238.
- c. S-W: Sher-Wood Fast-Dry Filler.

3.7.2.5 Oil Rubbing Varnish: Clear, oil-type, rubbing varnish for use on interior stained or natural-finished woodwork:

- a. Glidden: 82 Woodmaster Satin Sheen Urethane Varnish.
- b. Moore: Benwood Satin Finish Varnish #404.
- c. S-W: Wood Classic oil varnish A66300 series.

3.7.2.6 Paste Wax: Provide paste wax as recommended by the coating manufacturer for use on interior stained and natural-finished woodwork.

4.0 EXECUTION:

4.1 General: Examine substrates and conditions under which painting will be performed for compliance with paint application requirements. Surfaces receiving paint must be thoroughly dry before paint is applied.

- 4.1.1 Do not begin to apply paint until unsatisfactory conditions have been corrected.
- 4.1.2 Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- 4.1.3 Coordination of Work: On request, furnish information on characteristics of finish materials to ensure use of compatible primers. Notify the Owner about anticipated problems using the materials specified over substrates primed by others.
- 4.2 Materials Preparation: Carefully mix and prepare paint materials according to manufacturer's directions.
 - 4.2.1 Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 - 4.2.2 Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
 - 4.2.3 Use only thinners approved by the paint manufacturer and only within recommended limits.
 - 4.2.4 Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.
- 4.3 Surface Preparation:
 - 4.3.1 General: Clean and prepare surfaces to be painted according to the manufacturer's instructions for each particular substrate condition and as specified. Contractor shall use scaffolding to clean all areas above 10 feet, to ensure proper cleaning.
 - 4.3.1.1 Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items, if necessary, to completely paint the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
 - 4.3.1.2 Remove oil and grease prior to cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly-painted surfaces.
 - 4.3.1.3 Provide barrier coats over incompatible primers or remove and re-prime. Notify Owner in writing about anticipated problems using the specified finish-coat material with substrates primed by others.
 - 4.3.2 Power Washing: Power washing shall be done as needed prior to painting and as directed in other areas. No power washing shall be accomplished when the wind is blowing hard enough to blow the spray or spatters more than 100' from the immediate work site. NOTE: Contractor is liable for any damage to property resulting from over spray or paint drippings. Power washing materials and equipment shall conform to the following:
 - a. Pressure Washer. Provide high-pressure washer equipment system which included the following minimum standards:
 - 1) 3000 psi/11 hp/ 3.5 gpm pressure washer.
 - 2) Downstream injector with 60 degree nozzle for detergent application.

- b. Cleaning Detergent. Suitable to clean existing conditions as per manufacturer's recommendation. Minimum solution shall be 8 ounces trisodium phosphate, per 1 gallon Clorox, per 4 gallons of water.

4.3.3 Individual Surface Requirements:

- 4.3.3.1 Stucco. Existing exterior stucco shall be cleaned as per ASTM D 4258, surface cleaning. Provide 3,000 psi pressure wash with downstream injector for detergent solution. Cleaning shall remove all stains, mold, mildew etc., and the existing rough texture stucco finish shall remain undamaged from the cleaning process. Any damage to stucco shall be repaired by Contractor at no additional cost to the County. Pressure wash blast shall be kept a minimum of two feet from surface.
- 4.3.3.2 Galvanized and Nonferrous Surfaces. Galvanized, aluminum and aluminum alloy, lead, copper, and other nonferrous surfaces to be painted shall be solvent cleaned in accordance with SSPC SP 1 and treated with a vinyl-type wash coat meeting the requirements of SSPC Paint 27.
- 4.3.3.3 Cementitious Materials: Prepare concrete, concrete masonry block, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen, as required, to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
 - a. Use abrasive blast-cleaning methods if recommended by the paint manufacturer.
 - b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to 'blister and burn,' correct this condition before application. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's printed directions.
 - c. Clean concrete floors to be painted with a 5 percent solution of muriatic acid or other etching cleaner. Flush the floor with clean water to remove acid, neutralize with ammonia, rinse, allow to dry, and vacuum before painting
- 4.3.3.4 Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
 - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 - b. Prime, stain, or seal wood to be painted immediately upon delivery. Prime edges, ends, faces, undersides, and backsides of wood, including cabinets, counters, cases, and paneling.
 - c. When transparent finish is required, back prime with spar varnish.
 - d. Back prime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on backside.
 - e. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately upon delivery.
- 4.3.3.5 Ferrous Metals: Clean ungalvanized ferrous metal surfaces that are not shop-coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council (SSPC).

- a. Blast steel surfaces clean as recommended by the paint system manufacturer and according to requirements of SSPC specification SSPC-SP 10.
- b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
- c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by the paint manufacturer, and touch up with the same primer as the shop coat.

4.4 Paint Application:

- 4.4.1 General: Apply paint according to manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
 - 4.4.1.1 Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film
 - 4.4.1.2 Omit primer on metal surfaces that have been shop-primed and touch-up painted
 - 4.4.1.3 Provide finish coats that are compatible with primers used.
 - 4.4.1.4. The number of coats and the film thickness required are the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce a smooth even surface according to the manufacturer's directions.
 - 4.4.1.5. Apply additional coats if undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
 - 4.4.1.6 The term exposed surfaces includes areas visible when permanent or built-in fixtures, convactor covers, covers for finned tube radiation, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
- 4.4.2 Scheduling: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- 4.4.3 Paint Finishes:
 - 4.4.3.1 Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
 - 4.4.3.2 Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime-coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
 - 4.4.3.3 Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.

- 4.4.3.4 Pigmented (Opaque) Finishes: Completely cover to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- 4.4.3.5 Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections. Provide satin finish for final coats.
- 4.4.4 Equipment:
 - 4.4.4.1 Brushes: Use brushes best suited for the material applied.
 - 4.4.4.2 Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
 - 4.4.4.3 Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
 - a. Minimum Coating Thickness: Apply materials no thinner than the manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
 - b. Mechanical and Electrical Work: Painting mechanical and electrical work is limited to items exposed in mechanical equipment rooms and in occupied spaces.
- 4.4.5 Miscellaneous Accessories and Surfaces to be Painted:
 - 4.4.5.1 Mechanical items to be painted include, but are not limited to, the following:
 - a. Piping, pipe hangers, and supports.
 - b. Heat exchangers.
 - c. Tanks.
 - d. Ductwork.
 - e. Insulation.
 - f. Supports.
 - g. Motors and mechanical equipment.
 - h. Accessory items
 - 4.4.5.2 Electrical items to be painted include, but are not limited to, the following:
 - a. Conduit and fittings.
 - b. Switch gear.
 - 4.4.5.3 Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-reflective black paint.
 - 4.4.5.4 Paint backsides of access panels and removable or hinged covers to match exposed surfaces.
 - 4.4.5.5 Finish interior of wall and base cabinets and similar field-finished casework to match exterior.
 - 4.4.5.6 Finish exterior doors on tops, bottoms, and side edges same as exterior faces.
 - 4.4.5.7 Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.

4.5 Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, repaint work not complying with specified requirements.

5.0 PROTECTION:

5.1 Protect work of other trades whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to owner.

5.2 Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.

6.0 GENERAL TERMS AND CONDITIONS

6.1 MANDATORY USE OF FORM:

All responses to an Invitation for Bids (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the good and/or services offered or delivery terms, Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked with the IFB number, date and time of bid opening.

6.2 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by Owner after the date and time specified for the scheduled bid opening, will not be considered. It will be the responsibility of Bidder to see that its bid is in the Purchasing office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

6.3 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or other schedules contained herein, the latter two shall take precedence.

6.4 CLARIFICATION OF TERMS:

Questions about the specifications or other solicitation documents, should be directed to the buyer whose name appears on the face of this solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Owner.

6.5 TESTING/INSPECTION:

Owner reserves the right to conduct any test or inspection it may deem advisable to ensure that goods and services conform to the specifications.

6.6 INVOICES:

Invoices for goods or services ordered, delivered and accepted shall be submitted directly to the 'INVOICE TO:' address shown on the purchase order or contract. All invoices shall show the Contract number and/or purchase order number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than thirty (30) days.

6.7 DEFAULT:

In the event of a default by Contractor, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

6.8 ETHICS IN PUBLIC CONTRACTING:

By submitting its bid, all Bidders certify that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

6.9 ANTI-DISCRIMINATION:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to

the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

6.10 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Bidder certifies that it does not and will not during the performance of the Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.11 INDEMNITY AGREEMENT:

The following shall be deemed incorporated into any contract awarded as a consequence of this bid to the same extent as if fully set forth therein:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of Owner, its employees, servants, or agents. Compliance by Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractor, or any of its subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising

out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

7.0 INFORMATION FOR BIDDERS:

- A. Prices should be stated in units of quantity specified, with packing and delivery to destination included; less Federal, State and local taxes.
- B. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
- C. Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the bidder's risk and expense.
- D. Bid must show unit price, amount and grand total. In case of error in the extension of prices, the unit price shall govern.
- E. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the Owner. If the Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.

- F. Award will be made to the lowest responsible and responsive bidder. The quality of the articles to be supplied their conformity with the specifications, their suitability to the requirements of the Owner, and the delivery terms will be taken into consideration in making the award.
- G. The Owner reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the Owner will be served.
- H. Cash discounts may be offered by bidder for prompt payment of bills. Such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

- I. Acceptance of a bid by the Owner is not an order to ship.
- J. Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the County, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the County on its part to order from such bidder, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.
- K. Any equipment delivered must be standard new equipment latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- L. The contractor guarantees to save the County, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee or licensee. This clause shall be deemed to be incorporated into any contract awarded as a consequence of this bid.
- M. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing quotations.
- N. All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner".
- O. Verify your bid before submission as they cannot be withdrawn or corrected after being opened. Unless otherwise specified herein, bidder agrees to hold the price(s) for sixty (60) calendar days from bid opening date.
- P. If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.
- Q. Length of time for delivery as well as price may be considered in awarding of bid.

8.0 INSURANCE: (Revised 10/92)

The contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the contractor and shall deliver certificates of insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming the "County of York, Virginia, its Officers, Agents and Employees" as Additional Insured on a

primary basis (Form No. GL-20-10) on applicable policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned
Hired Car Coverage.

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or
Property Damage.

Commercial General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or
Property Damage.

Contractual Liability includes the Contractual liability assumed
hereunder.

Completed Operations Insurance, to remain in full effect until the
date of acceptance of the project by the Owner.

Umbrella Liability

Excess Liability over Employers Liability, Comprehensive
Automobile Liability and Commercial Liability policies.

Limits of Liability - \$1,000,000. Each Occurrence
\$1,000,000. Aggregate

9.0 GENERAL PROCEDURE:

After evaluation and award, the Owner through its Central Purchasing Office shall issue a "Notice of Award" to the successful offeror, citing the Contract Number assigned, time period covered, etc.

Individual requests for material shall be submitted to Purchasing by the requesting agencies on a Purchase Requisition. Individual Purchase Orders will be issued to the successful vendor referencing the contract number and specifics regarding pick-up or delivery of materials. No release of materials shall be authorized without the use of a purchase order number; either by the receipt of a written copy of the order or a telephone call from the Purchasing Office.

10.0 ATTACHMENTS:

10.1 Sample Services Contract Between Owner and Contractor.

10.2 Bid Form for this IFB

SAMPLE CONTRACT FORM
SERVICES CONTRACT

Agreement

No. _____

This AGREEMENT, dated this ____ day of _____, 20 by and between YORK COUNTY, VIRGINIA (a political subdivision of the Commonwealth of Virginia); hereinafter called Owner; and

(a corporation organized and existing under the laws of the Commonwealth of Virginia); hereinafter called Contractor.

WITNESSETH: Owner and Contractor, for the consideration stated herein, agree as follows:

PART I - GENERAL:

SCOPE OF WORK

Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, supplies, supervision, expendable equipment, utility and transportation service, and all else required to complete:

Interior and exterior painting on various projects for the County of York, Virginia to include paint surface preparation, painting, and finishing of various exposed interior and exterior items and surfaces. All work will be executed in strict accordance with the Specifications attached here or incorporated herein by reference, including any and all Addenda, and in strict compliance with the Contract Documents hereinafter enumerated and as defined in Contractor's proposal, dated _____, 20__, and IFB No. 1303 dated _____, 20__, which is incorporated herein by reference.

PROJECT MEETINGS

1. Pre-painting meeting: Work on any project shall commence within ten days of issuance of a Purchase Order with respect to the project. Contractor and Owner will conduct a pre-painting meeting prior to commencement of work on any project to discuss significant items that could effect progress, including the tentative construction schedule, critical sequencing, use of premises, procedures for processing change orders if required, and equipment deliveries and other issues as designated by Owner and Contractor to ensure successful completion of each purchase order requested by the Owner.

2. Weekly Progress meetings: Contractor and Owner will conduct informal weekly progress meetings for the purpose of discussing acceleration of, or delays in, progress or schedules and other significant events effecting the execution of purchase orders. Times and dates will be initially established during the pre-painting meeting and later by mutual agreement.

PURCHASE ORDER CLOSE-OUT

1. At completion for each purchase order, the Contractor shall ensure the following actions are complete prior to Final Inspection:
 - a. Submit warranties and guarantees if substantially different from previous work.
 - b. Submit maintenance procedures/requirements needed to maintain manufacturer guarantees, and quality control reports, as required.
 - c. Request Final Inspection.
 - d. Complete clean-up of job site and repair any damage to grounds or infrastructure.
2. Final Inspection procedures: The Contractor and Owner will jointly inspect the work to insure work meets scope of work, quality standards, manufacturer's application procedures and specifications. The results of the inspection and satisfactory measurement of the requirement will form the basis of final acceptance.
3. Measuring at Job Site: The owner will accompany the contractor to the job site when he is to measure to avoid discrepancies between measurements. Upon completion of each work order, the Contractor will be paid according to the exact amount measured for that purchase order.
4. Final Acceptance:
 - a. Submit a copy of final inspection list stating the items have been completed or otherwise resolved.
 - b. Submit final statement of charges.

TEMPORARY FACILITIES, UTILITIES, AND COMMUNICATIONS

1. Contractor may use designated public bathroom facilities within the premises for normal use. However, the Contractor is not authorized to use these facilities for cleaning of equipment or personnel that requires use of solvents which will leave residues of any materials used during the work on fixtures, walls, or floors. Contractor shall also take special care to ensure the workers do not track foreign substances or disrupt services within the building.
2. Contractor is authorized use of available utilities in the facility except telecommunications, the use of which shall be granted by the Owner on a case-by-case basis. All other utility requirements, including telecommunications, are the responsibility of Contractor. Additionally, all electrical extension cords shall meet national electrical code requirements.

HOURS OF OPERATION AND COORDINATION REQUIREMENTS

Normal work hours for this project shall occur between 7:30 AM and 5:00 PM, Monday-Friday. Requests for alternate times shall be made in advance to the Department of General Services. All work schedules, parking arrangements, access to areas, and coordination of moving or demolition will be made during the Weekly Progress Meetings.

MAINTENANCE OF JOB SITE

1. Contractor shall be responsible for maintaining a clean and presentable job site and for proper disposal of all debris generated as part of the Project. All scrap, demolition material and debris shall be directly deposited into a dumpster, dump truck or suitable container provided by Contractor and removed from the premises. The job site shall be clean and secure to the degree that it will be safe for the public. Special attention to the site will be taken to prevent the possibility of any job site debris from being blown or moved as a result of adverse weather conditions.
2. Any disturbances or damage done to parking areas, grounds, waterways or utilities by the Contractor or by personnel or agencies employed by Contractor during this project shall be repaired and returned to the original condition that existed prior to start of work for this project at no expense to Owner.
3. Security of Contractor's property, such as equipment, vehicles, material, tools, without limitation is the responsibility of Contractor.

QUALITY ASSURANCE

1. Qualifications of Contractor: Contractor shall be licensed or certified by the manufacturers specified in Contractor's proposal as being qualified to install the materials specified by the manufacturer.
2. Contractor shall maintain a full time supervisor on the job site.
3. Contractor shall use skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the manufacturer's specifications, requirements and the methods needed for proper performance and installation of the work.
4. Manufacturer's Inspection: Contractor shall make all required notifications and secure all inspections required by the manufacturer to facilitate issuance of proposed guarantees.

SUBMITTALS

1. Prior to starting work, Contractor shall provide to Owner a complete materials list of all items proposed to be furnished and installed under this contract.

2. Prior to starting work, Contractor shall provide to Owner a schedule of work in bar graph format(i.e. times vs. activity), with the following information at minimum:
 - a. Type of Work
 - b. Number of crew proposed to be involved in various operations.
 - c. Scope of work done by subcontractor(s).
 - d. Date of proposed start and completion, time for each purchase order and allowance for poor weather.

PRODUCT HANDLING

1. Contractor shall deliver all packaged materials to the job site in their original, unopened containers, with all labels intact and legible at time of inspection.
2. Contractor shall store all materials in a neat, safe manner, and in strict accordance with the manufacturer's specifications for storage of materials.
3. Contractor shall use all means necessary to protect the materials before, during, and after installation.
4. Any materials not stored in accordance with the manufacturer's specifications, not protected during installation, or damaged in shipment shall not be used. These materials shall be removed from the job site and replaced with new undamaged material at no additional cost to Owner.

COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS:

The Contractor is responsible for complying with all Local, State and Federal ordinances, regulations, and laws regarding environmental protection, material handling, worker safety, transportation, and building renovation and construction in the performance of the work described by this contract.

OWNER FURNISHED ITEMS:

1. The Owner will occasionally provide materials for some of the work described herein at no cost to the Contractor. The material provided shall be used by the Contractor only in the performance of and under the terms of this contract.
2. Upon assignment of the purchase order for which it will be used, the Contractor will be notified if materials will be furnished by the Owner.

PART II - PRODUCTS AND EXECUTION:**MATERIALS AND INSTALLATION**

1. All work and materials shall be in strict adherence to manufacturer's specifications and the technical specifications made a part of this contract and will not be modified as to jeopardize warranties.
2. Manufacturer's specifications, installation instructions and details shall be used as the basis of installation inspections performed by Owner's inspector.

CONTRACT PRICE:

The Contract Price shall be set out in the purchase order issued with respect to that project. Such compensation shall be consistent with the unit prices.

Contractor shall not perform work beyond the contract scope without a written change order.

PAYMENTS:

1. Owner will pay the contract amount with respect to any project to Contractor in accordance with the procedures established in the section **PURCHASE ORDER CLOSE-OUT** above.
2. Contractor shall submit a request for payment in writing to Owner for each purchase order as described above.

LIQUIDATED DAMAGES:

It is understood and agreed that time is of the essence and that Contractor shall commence and fully complete the purchase orders within the time agreed upon with the owner for each individual purchase order Contractor further agrees to pay, as liquidated damages and not as a penalty, the sum of **Fifty (\$50) dollars per day** estimated, computed, determined, and agreed upon because of the uncertainty and difficulty of measuring actual damages, for each and every calendar day that the work called for by this Contract with respect to any project shall remain uncompleted and unfinished after the allowed Contract time; and Contractor further agrees that Owner may deduct and retain such liquidated damages out of any money due Contractor under the terms of this Contract.

TIME:

Contractor agrees to commence work on any project within **(10) working days** after the date of Notice to Proceed for that project and further agrees to complete the Contract Work within the following specified time limits:

ALL CONTRACT WORK AS AGREED UPON BY OWNER AND CONTRACTOR FOR EACH PURCHASE ORDER.

THIS AGREEMENT SHALL BE BINDING UPON ALL PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

COMPONENT PARTS OF THE CONTRACT:

This Contract consists of the following component parts, all of which are hereby made a part hereof as if herein set out in full:

1. Invitation for Bids (IFB) No. 1303, dated May 21, 2003, and all attachments thereto.
2. Contractor Bid dated _____, 2003.
3. Bid Bond
4. Services Contract (this document)
5. Payment Bond
6. Certificate of Insurance
7. Contractor's License (if required)
8. Notice of Award
9. Notice to Proceed
10. Change Orders (if any)
11. Other Documents as may be required by law or appended hereto

ADDENDA:

No. _____, dated _____, 20

No. _____, dated _____, 20

No. _____, dated _____, 20

No. _____, dated _____, 20

No. _____, dated _____, 20

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written in four (4) counter-parts each of which shall for all purposes be deemed an original.

ATTEST:

NAME OWNER

TITLE BY

County Administrator
TITLE

ATTEST:

NAME CONTRACTOR

TITLE BY

TITLE

CONTRACTOR'S ADDRESS:

CONTRACTOR'S FEDERAL I. D. NO.

APPROVED AS TO FORM:

COUNTY ATTORNEY

CONTRACT FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

a _____, hereinafter call the Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

County of York, Virginia

P.O.Box 532, Yorktown, Virginia 23690

hereinafter called Owner, in the penal sum of _____ Dollars, (\$
) , in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
Contract with Owner, dated the ____ day of _____, 20____, a copy of which
is hereto attached and made a part hereof for the following work:

INTERIOR AND EXTERIOR PAINTING

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing material for or performing labor in the prosecution of the
work provided for in such Contract, and any authorized extension or modification thereof, including all
amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment,
tools, consumed or used in connection with the construction of such Work, and all insurance premiums
on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then
this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no final settlement between Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts each one of which shall be deemed an original, this the ____ day of _____, 20__.

ATTEST:

(PRINCIPAL) SECRETARY

PRINCIPAL

SEAL

BY _____

WITNESS TO PRINCIPAL

ADDRESS

ADDRESS

ATTEST:

(SURETY) SECRETARY

SURETY

SEAL

BY _____
(ATTORNEY-IN-FACT)

WITNESS AS TO SURETY

ADDRESS

ADDRESS

NOTE: Date of Bond must be as to date of Contract. If Contractor is Partnership, all partners should execute Bond.

ATTACHMENT TWO

BID FORM
CONSTRUCTION SERVICES
FOR
INTERIOR AND EXTERIOR PAINTING
COUNTY OF YORK, VIRGINIA
I.F.B. NO. 961

To: York County
Central Purchasing
P. O. Box 532
Yorktown, Virginia

In submitting this bid, the Undersigned declares that they are the only person, or persons, interested in said bid, that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation, and that no employee of the OWNER is directly or indirectly interested in said bid, or in the supplies or work in which it relates, or in any portion of the profits thereof.

The Undersigned also declares that they have examined the Invitation for Bids # 961, including the specifications contained therein, and that by signing this proposal, they waive all right to plead a misunderstanding regarding the same.

The Undersigned further understands and agrees that they are to furnish all material, equipment and supervision to complete entire work for the indicated project and to accept in full compensation therefore the stipulated sum or sums as stated herein.

On acceptance of this proposal for said work, the Undersigned does hereby agree to provide the County of York within Ten (10) days the required bond and surety to provide construction services for the consideration named herein.

The Undersigned agrees to hold open this Bid Proposal for a period of Twenty-One (21) days following the submission of this Bid Proposal.

1.0 Bid Schedule**1.1 Basic Bid First Year****Painting**

Item	Description	Unit.	Price/unit.	Price/unit	Price/hr.
			0-2000sf	2000sf+	
1	Exterior Painting of wood surfaces	SF			
2	Exterior Painting of metal surfaces	SF			
3	Exterior Painting, Trim	LF			
3	Interior Painting, gypsum board substrate	SF			
4	Interior Painting, wood substrate	SF			
5	Interior Painting, metal substrate	SF			
6	Interior Painting, textured substrate	SF			
7	Exterior Painting, textured substrate	SF			
8	Tape Bed/ Texture Walls and Ceilings	SF			
9	Interior Painting of baseboard, trim, Or ornate surfaces	LF			
10	Painting, concrete block	SF			
11	Paint Removal	LF			
12	Paint Removal	SF			
13	Block Filling	SF			

Special Tasks and Surface Preparation Only

Item	Description	Unit	Price/unit.	Price/hr.
14	Sand blast paint off metal	SF		
15	Sand blast paint off concrete or block	SF		
16	Power Washing	CSF		
17	Furniture Moving	SY		
18	Wall Covering Removal (to include old wall covering and preparation of wall for paint)	SY		
19	Polyurethane finish	SF		
20	Polyurethane finish	LF		
21				
22	Apply Dry Lock Sealant	SF		
23	Apply stain/polyurethane finish	SF		
24	Scaffolding	Per-day		
25	Apply Anti Graffiti	SF		

1.0 Bid Schedule**1.2 Year 2****Painting**

Item	Description	Unit.	Price/unit.	Price/unit	Price/hr.
			0-2000sf	2000sf+	
1	Exterior Painting of wood surfaces	SF			
2	Exterior Painting of metal surfaces	SF			
3	Exterior Painting, Trim	LF			
3	Interior Painting, gypsum board substrate	SF			
4	Interior Painting, wood substrate	SF			
5	Interior Painting, metal substrate	SF			
6	Interior Painting, textured substrate	SF			
7	Exterior Painting, textured substrate	SF			
7	Tape Bed/ Texture Walls and Ceilings	SF			
8	Interior Painting of baseboard, trim, or ornate surfaces	LF			
9	Painting, concrete block	SF			
10	Paint Removal	LF			
11	Paint Removal	SF			
10	Block filling	SF			

Special Tasks and Surface Preparation Only

Item	Description	Unit	Price/unit.	Price/hr.
11	Sand blast paint off metal	SF		
12	Sand blast paint off concrete or block	SF		
13	Power Washing	CSF		
14	Furniture Moving	SY		
15	Wall Covering Removal (to include old wall covering and preparation of wall for paint)	SY		
16	Polyurethane finish	SF		
17	Polyurethane finish	LF		
18	Apply Dry Lock Sealant	SF		
19	Apply stain/polyurethane finish	SF		
20	Scaffolding	Per-day		
21	Apply Anti Graffiti	SF		

1.0 Bid Schedule**1.2 Year 3****Painting**

			Price/unit.	Price/unit	
Item	Description	Unit.	0-2000sf	2000sf+	Price/hr.
1	Exterior Painting of wood surfaces	SF			
2	Exterior Painting of metal surfaces	SF			
3	Exterior Painting, Trim	LF			
3	Interior Painting, gypsum board substrate	SF			
4	Interior Painting, wood substrate	SF			
5	Interior Painting, metal substrate	SF			
6	Interior Painting, textured substrate	SF			
	Exterior Painting, textured substrate	SF			
7	Tape Bed/ Texture Walls and Ceilings	SF			
8	Interior Painting of baseboard, trim, or ornate surfaces	LF			
9	Painting, Concrete block	SF			
10	Block filling	SF			

Special Tasks and Surface Preparation Only

Item	Description	Unit	Price/unit.	Price/hr.
8	Sand blast paint off metal	SF		
9	Sand blast paint off concrete or block	SF		
10	Power Washing	CSF		
11	Furniture Moving	SY		
12	Wall Covering Removal (to include old wall covering and preparation of wall for paint)	SY		
13	Polyurethane finish	SF		
14	Polyurethane finish	LF		
15	Apply Dry Lock Sealant	SF		
16	Apply stain/polyurethane finish	SF		
17	Scaffolding	Per-day		
18	Apply Anti Graffiti	SF		

2.0 SUBSTITUTIONS

The bid prices listed above are based on furnishing only the material and equipment as indicated in the attached specifications or specified in the Invitation For Bids, including manufacturer's name and model numbers as well as companies specified and/or pre-approved by the Owner to complete installation of specific materials. The following substitute subcontractors, materials, manufacturers and/or model numbers are considered by the bidder to be equal in all respects to the specified product or subcontractor and are offered for Owner's consideration. It is understood that no substitutions will be considered by the Owner unless listed below. Bidder must furnish to Owner with this proposal form all data, samples, specifications, references, etc., required for Owner's evaluation of proposed substitution. It is further understood that no substitutions will be allowed without Owner's written approval.

3.0 CONTRACT COMPLETION DATE:

The Undersigned agrees, if awarded the Contract, to complete the entire work over the course of the year beginning _____, or from date of Notice to Proceed through _____. The undersigned also agrees to two one year options for the following two years at the prices stipulated in the Bid Schedule. The contract may be terminated by the County or the Contractor provided a thirty (30) day written notice is given by either party.

4.0 LIQUIDATED DAMAGES:

It is understood and agreed that time is of the essence and that Contractor shall commence and fully complete the purchase orders within the time agreed upon with the owner for each individual purchase order. Contractor further agrees to pay, as liquidated damages and not as a penalty, the sum of **Fifty (\$50.00) dollars per day** estimated, computed, determined, and agreed upon because of the uncertainty and difficulty of measuring actual damages, for each and every calendar day that the work called for by this Contract with respect to any project shall remain uncompleted and unfinished after the allowed Contract time; and Contractor further agrees that Owner may deduct and retain such liquidated damages out of any money due Contractor under the terms of this Contract.

ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____

SIGNATURES:

Signature of person, firm or corporation making bid:

Date: _____

Firm Name: _____

Title: _____

Mailing Address: _____

Virginia Registration Number: _____

Complete below if Bidder is a Partnership:

Name of All Partners:

Residence of All Partners:
